

CONTINUATION PAGES**North American Industry Classification System (NAICS) Code and Size Standard**

CHPRC has determined that North American Industry Classification System (NAICS) Code 423810 applies to this acquisition. Therefore, the size standard for determining whether an Offeror is a small business in regard to this acquisition is 500 employees or less.

Small Business Set Aside - Solicitation

Proposals for this acquisition are solicited from Small Business Concerns, including; Small Disadvantaged, Small Women-Owned, Service Disabled Veteran and HUBZone small businesses. Any resulting Contract shall be performed solely by Small Businesses. Proposals received from concerns that are not Small Businesses shall not be considered for award.

Business classifications must comply with Small Business Administration guidelines (www.sba.gov).

Ship to Address

All shipping containers and paperwork are to be marked and delivered to:

U.S. Department of Energy
c/o CH2M Hill PRC
2355 Stevens Dr.
Richland, WA, 99354

Proposal Submittal

(A37) Proposal pricing will be submitted during the online event via the SCMS eSourcing Tool, which will be held on Monday October 24 at 1pm. In order to be considered responsive ALL participants shall submit a confirming proposal to the Contract Specialist no later than Monday October 24, 2016 at 4pm via email (Karin_m_garcia@rl.gov) or fax (509-376-7384) clearly defining the price and ship date. Changes or differences between the online proposal and the submittal may be determined by the Contract Specialist as rendering the entire proposal to be non-responsive. This is a negotiated procurement and the Buyer reserves the right to negotiate with one or more Offerors or make an award without discussions with any Offeror.

Confirming proposal shall include:

Completed Contractor Reps & Certs Document

Completed Specification Checklist

Pricing Document

Acceptance or Rejection of Proposals

CHPRC reserves the right to accept or reject any proposal with or without prior discussion with the Offeror. CHPRC may:

- award a contract on the basis of proposals received without discussions with Offerors (therefore, initial proposals should be submitted with the most favorable technical and price terms);
- select one or more Offerors to negotiate with;

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- reject any or all proposals received;
- issue a request for new proposals; or
- cancel the RFP without awarding a contract.

Buy American Act

It is the Buyer's preference to purchase domestic end products in accordance with the Buy American Act (BAA, FAR part 25). Contractor certifies that all products supplied under this contract are domestic end products as defined in the Buy American Act, except those products of foreign origin which were specifically identified, evaluated and authorized by the Buyer prior to award, https://www.acquisition.gov/far/html/Subpart%2025_1.html

IF THE PRODUCTS ARE NOT MADE IN AMERICA, PLEASE PROVIDE THE COUNTRY WHERE THE ITEM IS MANUFACTURED

Basis of Award

Award of this solicitation will be made to the responsive, responsible Offeror with the lowest evaluated price.

Financial Capability Determination Information

The Buyer reserves the right, prior to award, to require the Offeror to submit information that the Buyer will use to make a determination whether the Offeror has the financial capability to perform the contemplated contract. Such information may include, but not be limited to: annual reports; lines of credit with financial institutions and suppliers; SEC Form 10K, and any other information that may be required by the Buyer.

FOB Designation

Responses are invited on a FOB Destination basis.

Proposal Validity Period

A proposal shall remain firm for 60 days after the proposal due date.

Precedence of Requirements

In the event of a conflict among the provisions, the RFP instructions, the RFP correspondence, other documents and the resulting contract, the terms of the contract shall govern.

Prompt Payment Discount

Standard payment terms are Net 30. If you are interested in receiving payment within 10 days, after receipt of material and invoice please propose a discount in a percentage (example 2%).

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(B76) Rev. 4 10/14/2013

Notwithstanding any other provisions of this agreement, the Supplier warrants that all items provided to the Contractor shall be genuine, new and unused unless otherwise specified in writing by the Contractor. Supplier further warrants that all items used by the Supplier during the performance of work for the Hanford Site, include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the Supplier shall indemnify the

Contractor, its agents, and third parties for any financial loss, injury, or property damage resulting directly or indirectly from material, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, shackles, turnbuckles, cable clamps, wire rope, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The Supplier's warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Contractor. In addition, because falsification of information or documentation may constitute criminal conduct, the Contractor may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.

Supplier shall provide a written statement that "all items furnished under this Purchase Order are genuine (i.e., not counterfeit) and match the quality, test reports, markings and/or fitness for use required by the Purchase Order."

The statement shall be on supplier letterhead and signed by an authorized agent of the supplier.

Any materials furnished as part of this Purchase Order which have been previously found to be suspect/counterfeit by the Department of Energy shall not be accepted.

For further information on suspect/counterfeit items, reference the Department of Energy (DOE) Guidance at: <http://www.hss.doe.gov/sesa/corporatesafety/sci/index.html>

Additional information may also be found by referring to: Managing Suspect and Counterfeit Items (SCI) in the Nuclear Industry; International Atomic Energy Agency Guide [IAEA-TECDOC-1169](#).

CONTINUATION PAGES**General and Special Provisions - CH2M HILL Plateau Remediation Company**

The provisions, forms, documents and attachments listed below are hereby incorporated into and made a part of this contract. Unless specifically replaced or revised in the body of this contract the clauses and referenced laws, rules and regulations in the General and Special Provisions applicable for this type of contract shall have the same force and effect as if written into the body of the contract.

Contractor is responsible for downloading, reading and complying with the applicable provision revision identified below. Contract Provisions are posted for downloading at the following hyperlink. A copy is also available from CHPRC on request.

<http://chprc.hanford.gov/page.cfm/ContractProvisions>

1.1 General Provisions for Commercial Items - Revision 6 dated 8/20/2015

The Buyer has designated this action as meeting the requirements for “commercial items” as defined in FAR part 2.101 and 12.501.

1.2 Special Provisions, SP-16 - Contractor Representations and Certifications - Revision 5 dated July 18, 2013

Representations and Certifications made by the contractor as part of the proposal and award process are hereby incorporated by reference, into this Contract unless specifically excluded and agreed by CHPRC in the Contract. Contractor agrees to update and resubmit a revised SP-16 if any change occurs that would nullify, change or otherwise affect said representations and certifications.